

CUSTOMER CLAIM

Claim Number _____

Date Received _____

BERNARD L. MADOFF INVESTMENT SECURITIES LLC

In Liquidation

DECEMBER 11, 2008

(Please print or type)

Name of Customer: HHI Investment Trust #2 c/o Harris Holdings, Inc.
Mailing Address: 200 South Wacker Drive, Suite 3900
City: Chicago State: IL Zip: 60606
Account No.: 1-H0076
Taxpayer I.D. Number (Social Security No.): 36-7120055

NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.

1. Claim for money balances as of December 11, 2008:

- a. The Broker owes me a Credit (Cr.) Balance of \$ See Attached Schedule – Item 1
- b. I owe the Broker a Debit (Dr.) Balance of \$ _____
- c. If you wish to repay the Debit Balance, please insert the amount you wish to repay and attach a check payable to "Irving H. Picard, Esq., Trustee for Bernard L. Madoff Investment Securities LLC." If you wish to make a payment, **it must be enclosed** with this claim form. \$ _____
- d. If balance is zero, insert "None." _____

2. Claim for securities as of **December 11, 2008**:

PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.

	<u>YES</u>	<u>NO</u>
a. The Broker owes me securities	<u>See Attached</u> <u>Schedule – Item 2</u>	<u> </u>
b. I owe the Broker securities	<u> </u>	<u> </u>
c. If yes to either, please list below:	<u> </u>	<u> </u>

Date of Transaction (trade date)	Name of Security	The Broker Owes Me (Long)	I Owe the Broker (Short)
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or information regarding any withdrawals you have ever made or payments received from the Debtor.

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received. **PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.**

NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.

- | | <u>YES</u> | <u>NO</u> |
|---|-------------------------------|-----------|
| 3. Has there been any change in your account since December 11, 2008? If so, please explain. | _____ | <u>X</u> |
| 4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker? | _____ | <u>X</u> |
| 5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker? | _____ | <u>X</u> |
| 6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s) | _____ | <u>X</u> |
| 7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming. | _____ | <u>X</u> |
| 8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers. | See Attached Schedule: Item 8 | _____ |
| 9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker. | _____ | <u>X</u> |

Please list the full name and address of anyone assisting you in the preparation of this claim form: See Attached Schedule, Part III, ¶15

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.

THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.

Date June 25, 2009 Signature [Signature]
Date _____ Signature _____

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly,
together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,
Trustee for Bernard L. Madoff Investment Securities LLC
Claims Processing Center
2100 McKinney Ave., Suite 800
Dallas, TX 75201



**SCHEDULE TO CUSTOMER CLAIM
FORM
BERNARD L. MADOFF
INVESTMENT SECURITIES LLC**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

IN RE:)	
)	
BERNARD L. MADOFF)	Adv. Proc. No. 08-01789(BRL)
INVESTMENT SECURITIES LLC)	SIPA Liquidation
)	
Debtor)	
_____)	

**SCHEDULE TO CUSTOMER CLAIM FORM OF
HHI INVESTMENT TRUST # 2**

I. Background

1. This Schedule to the Customer Claim Form of HHI Investment Trust #2 ("HHI2") shall be deemed a part of, and incorporated by reference in, the Customer Claim Form to which this Schedule is attached (the Customer Claim Form, together with this Schedule, the "Customer Claim") filed by HHI2.

2. On December 15, 2008, the District Court for the Southern District of New York commenced liquidation proceedings in respect of Bernard L. Madoff Investment Securities LLC ("BMIS") and appointed Irving H. Picard as the SIPC Trustee (the "Trustee") to administer the liquidation of BMIS pursuant to the Securities Investor Protection Act of 1970 ("SIPA"). The District Court also transferred BMIS's liquidation proceedings to the Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

ITEM 1. CLAIM FOR MONEY BALANCES OR CASH AS OF DECEMBER 11, 2008:

3. BMIS maintained account number 1-H0076-3-0 and account number 1-H0076-4-0 (the "Account") for or on behalf of HHI2 pursuant to a Customer Agreement and Option Agreement each dated February 10, 1997, and in the ordinary course of business, BMIS received, acquired, and/or held cash in the Account for or on behalf of HHI2. See Customer Agreement and Option Agreement, attached hereto as Exhibit A. HHI2 hereby files this Customer Claim for the value of all cash received, acquired, and/or held for or on behalf of HHI2 by BMIS in the Account, and specifically HHI2 submits that BMIS holds approximately \$7,982.00 in the Account or otherwise, for or on behalf of HHI2. See BMIS Account Statement (1-H0076-3-0) dated November 30, 2008, pg. 14, attached hereto as Exhibit B.

ITEM 2. CLAIM FOR SECURITIES AS OF DECEMBER 11, 2008:

4. Upon information and belief, BMIS received, acquired, and/or held securities in the Account for or on behalf of HHI2. HHI2 hereby files this Customer Claim for the value of all securities received, acquired, and/or held for or on behalf of HHI2 by BMIS in the Account, and specifically HHI2 submits that BMIS holds approximately \$27,032,526.34 in value of securities in the Account (netting the long and short positions, and deducting the cash claim amount in Item 1) for or on behalf of HHI2. See Exhibit B, BMIS Account Statement (1-H0076-3-0) dated November 30, 2008, pg 16 and BMIS Account Statement (1-H0076-4-0) dated November 30, 2008, pg 2.

ITEM 8. PERSON GIVEN DISCRETIONARY AUTHORITY TO EXECUTE SECURITIES TRANSACTIONS WITH AND THROUGH BMIS:

5. No person other than Bernard L. Madoff, as the investment manager of Bernard L. Madoff Investment Securities LLC, was given discretionary authority to execute securities transactions with and through BMIS on behalf of HHI2.

II. Reservation of Rights

6. To the extent BMIS held, acquired or received any other cash and/or securities for or on behalf of HHI2, the value of all such cash and/or securities shall be included in this Customer Claim. HHI2 hereby also asserts any and all rights of setoff it may have in respect of the Claims, including, without limitation, the right to setoff its Claims against any claims that BMIS (or any successor, assignee, trustee or person claiming through BMIS) may assert against it.

7. In filing this Customer Claim, HHI2 expressly reserves all rights and causes of action, including, without limitation, contingent or unliquidated rights that it may have against BMIS. The description of the claims and the classification thereof herein by HHI2 is not a concession or admission as to the correct characterization or treatment of any such claims or a waiver of any rights of HHI2. Furthermore, HHI2 expressly reserves all rights to amend, clarify, modify and/or supplement the Customer Claim at any time and for any reason, in any respect, including, without limitation to: (a) correct, increase or amend the amounts referred to herein; (b) add or amend documents and other information, and to describe further, the claims asserted herein; (c) file proofs of claim for a general claim that may be duplicative in respect of the relevant and applicable documents or any other indebtedness, obligations or liability to HHI2; (d) assert a further priority, security interest or similar right with respect to the claims asserted herein; (e) file an amended Customer Claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein; (g) file additional customer claims or proofs of claims for additional claims, including, without limitation, claims for additional cash or securities, interest, fees and related expenses that are not ascertainable at this time, or requests

for payment with respect to any other indebtedness, liability or obligations whatsoever of BMIS to HHI2.

8. In executing and filing this Customer Claim, HHI2 does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this claim against BMIS and does not waive or release: (a) its rights, claims, defenses and remedies, whether under applicable law, the relevant and applicable documents, or otherwise, against BMIS or any other person or entity that may be liable for all or part of the claims set forth herein, whether an affiliate or subsidiary of BMIS, an assignee, guarantor, custodian or otherwise, including any rights that HHI2 may have with respect to any property held by BMIS or other entity in an actual, constructive, or other trust or similar relationship for the benefit of HHI2; (b) any obligation owed to it, or any right to any security in connection with the claims; (c) any past, present or future defaults (or events of default) by the BMIS or others in connection with the relevant and applicable documents or otherwise; or (d) any right to the subordination, in favor of HHI2, of indebtedness or liens held by other creditors of the BMIS.

9. Without limiting any of the foregoing, HHI2 hereby also reserves all of its rights to assert additional claims for interest, fees, costs, charges, expenses, disbursements, liabilities, losses, damages, indemnification, reimbursement and/or contribution, and other amounts, including, without limitation, legal fees and expenses (including, without limitation, in connection with the preparation, filing and prosecution of the Customer Claim), that exist or arise as of or after the date of the filing of the Proof of Claim, whether prior to, on or subsequent to December 11, 2008, in each case to the extent and/or as may be permitted, provided and/or contemplated in the supporting documentation and under applicable law.

10. Nothing contained in this Customer Claim nor subsequent appearance, pleading, claim or suit is intended to be: (a) a consent to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto pursuant to 28 U.S.C. § 157(e) or otherwise; (b) an election of remedies or limitation of rights or remedies; or (c) an admission that any property received by HHI2 under the relevant and applicable documents or held by BMIS or other entity constitutes property of BMIS's estate.

11. Nothing contained in this Customer Claim nor subsequent appearance, pleading, claim or suit is intended to be a waiver or release of: (a) the right of HHI2 to have final orders in non-core matters entered only after de novo review by a district court judge; (b) the right of HHI2 to a jury trial in any proceeding so triable herein or, in any case, any controversy or proceeding related hereto, notwithstanding any designation of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (c) any ownership, lien, or other property rights, any rights to setoff, recoupment, or counterclaim, or any other right, rights of action, causes of action, claims, or defenses, whether existing now or hereinafter arising to which HHI2 is or may be entitled under agreements, documents, or instruments, in law or equity, against BMIS or any other person or persons (including any current or prior affiliated or related entity of BMIS).

12. Nothing herein shall be deemed to waive, estop or derogate from any rights of HHI2, including, without limitation, HHI2's rights under the relevant and applicable documents, or otherwise. This Customer Claim also is without prejudice to any and all of HHI2's rights, claims and defenses in conjunction with the relevant and applicable documents, SIPA and/or the Bankruptcy Code.

13. The descriptions in this Customer Claim of the relevant and applicable documents are qualified in their entirety by reference to the applicable provisions of such documents, and such documents are incorporated herein by reference. In the event of any inconsistency between this Customer Claim and such documents, the documents shall control.

14. HHI2 expressly reserves all procedural and substantive rights, claims and defenses with respect to any claim that has been or may be asserted against HHI2 by the BMIS trustee, or any other person or entity whatsoever.

III. Additional Persons Assisting with Preparation of Claim Form

15. The following individual(s) assisted with the preparation of this claim form, and copies of all notices and correspondence relating to this Customer Claim should be delivered to such individual(s) per the below:

Full name: Sidley Austin LLP, Attn: Lee S. Attanasio, Alex R. Rovira
Address: 787 Seventh Avenue, NY, NY 10019
Phone number: (212) 839-5300
Email address: lattanasio@sidley.com; arovira@sidley.com

EXHIBIT A



BERNARD L. MADOFF
Investment Securities

885 Third Avenue New York, NY 10022-4834

212 230-2424
800 334-1343
Telex 235130
Fax 212 486-8178

CUSTOMER AGREEMENT

In consideration for you (the "Broker") opening or maintaining one or more accounts (the "Customer"), the Customer agrees to the terms and conditions contained in this Agreement. The heading of each provision of the Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. For purposes of this Agreement, "securities and other property" means, but is not limited to money, securities, financial instruments and commodities of every kind and nature and related contracts and options, except that the provisions of paragraph 19 herein (the arbitration clause) shall not apply to commodities accounts. This definition includes securities or other property currently or hereafter held, carried or maintained by you or by any of your affiliates, in your possession or control, or in the possession or control of any such affiliate, for any purpose, in and for any of my accounts now or hereafter opened, including any account in which I may have an interest.

1. APPLICABLE RULES AND REGULATIONS

All transactions in the Customer's Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed by the Broker or its agents, including its subsidiaries and affiliates. Also, where applicable, the transactions shall be subject (a) to the provisions of (1) the Securities Exchange Act of 1934, as amended, and (2) the Commodities Exchange Act, as amended; and (b) to the rules and regulations of (1) the Securities and Exchange Commission, (2) the Board of Governors of the Federal Reserve System and (3) the Commodities Futures Trading Commission.

2. AGREEMENT CONTAINS ENTIRE UNDERSTANDING/ASSIGNMENT

This Agreement contains the entire understanding between the Customer and the Broker concerning the subject matter of this Agreement. Customer may not assign The rights and obligations hereunder without first obtaining the prior written consent of the Broker.

3. SEVERABILITY

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not effect the validity of the remaining provisions of this Agreement.

4. WAIVER

Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless such is agreed to in a writing signed by the broker.

5. DELIVERY OF SECURITIES

Without abrogating any of the Broker's rights under any other portion of this Agreement and subject to any indebtedness of the Customer to the Broker, the Customer is entitled, upon appropriate demand, to receive physical delivery of fully paid securities in the Customer's Account.

6. SALES BY CUSTOMER

The Customer understands and agrees any order to sell "short" will be designated as such by the Customer, and that the Broker will mark the order as "short". All other sell orders will be for securities owned ("long"), at that time, by the Customer by placing the order the Customer affirms that he will deliver the securities on or before the settlement date.

Affiliated with:

Madoff Securities International Ltd.

43 London Wall London England EC2M 5TR 071-274 0801



13. ARBITRATION

THE CUSTOMER AGREES, AND BY CARRYING AN ACCOUNT FOR THE CUSTOMER THE BROKER AGREES THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN US CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT AND THE LAWS OF THE STATE DESIGNATED IN PARAGRAPH 18, BEFORE THE AMERICAN ARBITRATION ASSOCIATION, OR BEFORE THE NEW YORK STOCK EXCHANGE, INC. OR AN ARBITRATION FACILITY PROVIDED BY ANY OTHER EXCHANGE OF WHICH THE BROKER IS A MEMBER, OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. OR THE MUNICIPAL SECURITIES RULE MAKING BOARD AND IN ACCORDANCE WITH THE RULES OBTAINING OF THE SELECTED ORGANIZATION. THE CUSTOMER MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE BY THE AMERICAN ARBITRATION ASSOCIATION, OR BY AN EXCHANGE OR SELF-REGULATORY ORGANIZATION OF WHICH THE BROKER IS A MEMBER, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO THE BROKER AT THE BROKER'S MAIN OFFICE, BEFORE THE EXPIRATION OF TEN DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM THE BROKER TO MAKE SUCH ELECTION, THEN THE BROKER MAY MAKE SUCH ELECTION, THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

14. DISCLOSURES TO ISSUERS

Under rule 14b-1(c) of the Securities Exchange Act of 1934, we are required to disclose to an issuer the name, address, and securities position of our customers who are beneficial owners of that issuer's securities unless the customer objects. Therefore, please check one of the boxes below:

☐ Yes, I do object to the disclosure of information.

☒ No, I do not object to the disclosure of such information.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 13.

HHI Investment Trust #2
(Customer Signature/date)
King Harris, Trustee
333 Skokie Boulevard, Suite 114
(Customer Address)
Northbrook, IL 60062

(X) _____
(Customer Signature/date)

(Account Number)



BERNARD L. MADOFF
Investment Securities

885 Third Avenue New York, NY 10022-4834

212 230-2424
800 334-1343
Telex 235130
Fax 212 486-8178

TRADING AUTHORIZATION LIMITED TO
PURCHASES AND SALES OF SECURITIES

Gentlemen:

The undersigned hereby authorizes Bernard L. Madoff (whose signature appears below) as his agent and attorney in fact to buy, sell and trade in stocks, bonds and any other securities in accordance with your terms and conditions for the undersigned's account and risk and in the undersigned's name, or number on your books. The undersigned hereby agrees to indemnify and hold you harmless from, and to pay you promptly on demand any and all losses arising therefrom or debit balance due thereon. However, in no event will the losses exceed my investment.

In all such purchases, sales or trades you are authorized to follow the instructions of Bernard L. Madoff in every respect concerning the undersigned's account with you; and he is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales or trades as well as with respect to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent or for the undersigned's account.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between the undersigned and your firm.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to your office at 885 Third Avenue but such revocation shall not affect any liability in any way resulting from transaction initiated prior to such revocation. This authorization and indemnity shall enure to the benefit of your present firm and any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of your present firm or any successor firm.

Dated, August 15, 1995

Northbrook
(City)

Illinois
(State)

Very truly yours, HHI Investment Trust #2
(Client Signature)

Signature Of Authorized Agent:

King Harris, Trustee
King Harris, Trustee



BERNARD L. MADOFF
Investment Securities

885 Third Avenue New York, NY 10022-4834

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800 334-1343
Telex 235130
Fax 212 486-8178

Congress has mandated that all interest and dividend payors including banks, corporations and funds must withhold 10% of all dividends or interest paid UNLESS you complete and return the form at the bottom of this page.

Important New Tax Information

"Under the Federal income tax law, you are subject to certain penalties as well as with-holding of tax at a 20% rate if you have not provided us with your correct social security number or other taxpayer identification number. Please read this notice carefully.

You (as a payee) are required by law to provide us (as payor) with your correct taxpayer identification number. If you are an individual, your taxpayer identification is your social security number. If you have not provided us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, dividend payments that we make to you may be subject to backup withholding starting on January 1, 1984.

Backup withholding is different from the 10% withholding on interest and dividends that was repealed in 1983. If backup withholding applies, payor is required to withhold 20% of dividend payments made to you. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained".

Please sign the form and return it to us.

Even if you have already provided this information it is required by the IRS that all information requested below be provided again.

Thank you for your cooperation.

(Corporations are exempt from this requirement and should not return this form.)

SUBSTITUTE INTERNAL REVENUE SERVICE FORM W-9

Account Number(s): _____

Taxpayer Identification Number:

36-7120055

Name: HHI Investment Trust #2

Address: 333 Skokie Boulevard, Suite 114, Northbrook, IL 60062

(Signature)

King Harris, Trustee

"Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number".

King Harris, Trustee

Please fill in your name, address, taxpayer identification number, and sign above.

Affiliated with:

Madoff Securities International Ltd.
48 London Wall London England EC2M 5TB 071-374 0891



BERNARD L. MADOFF
Investment Securities

885 Third Avenue New York, NY 10022-4834

212 280-2424
800 334-1343
Telex 225130
Fax 212 486-8178

TAX ID NO.

ACCT# ASSIGNED

--	--	--

Mr./Mrs./Ms.

NAME

H. H. L. INVESTMENT TRUST #2
333 Skokie Boulevard, Suite 114

STREET

Northbrook

IL

60062

CITY

708/498-1261

STATE

N/A

ZIP

TEL. NUMBER

BUSINESS

RESIDENCE

REG. REP

WE DEEM THE QUESTIONS CONTAINED IN THIS SECTION TO BE REQUIRED BY THE "KNOW YOUR CUSTOMER" RULE OF THE NATIONAL ASSOCIATION OF SECURITY DEALERS, AND, THEREFORE, MUST BE ANSWERED IN FULL.

RESIDENCE

N/A

NAME OF EMPLOYER (IF HOUSEWIFE, NAME THE HUSBAND'S EMPLOYER)

EMPLOYER'S ADDRESS

OCCUPATION

BANK REFERENCE AND ADDRESS

OTHER BROKERAGE ACCOUNTS WITH

CLIENT INTRODUCED BY

FOR OFFICE USE ONLY

R. R.'S ESTIMATE OF CLIENTS NET WORTH

IS CLIENT OVER 21 YEARS OF AGE

YES

NO

HOW LONG HAVE YOU KNOWN CLIENT

CLIENT IS CITIZEN OF

APPROVED BY

DATE SENT TO CLIENT

DATE SENT TO CLIENT

MARGIN AGREEMENT

JOINT AGREEMENT

CORPORATE ACCOUNT FORM

CO-PARTNERSHIP FORM

MAIL WAIVER FORM

MULTIPLE A/C FORM

CORPORATE RESOLUTION

Affiliated with:

Madoff Securities International Ltd.

43 London Wall London England EC2M 5TR 071-374 0801



BERNARD L. MADOFF
Investment Securities

885 Third Avenue New York, NY 10022-4834

212 230-2424
800 221-2242
Telex 235130
Fax 212 480-8173

OPTION AGREEMENT

TO: BERNARD L. MADOFF INVESTMENT SECURITIES

In order to induce you to carry accounts ("Option Accounts") for me (however designated) for transactions in option contracts (including, without limitations, purchase, sale, transfer, exercise and endorsement) ("Option Transaction"), I hereby warrant, represent and agree with you as set forth below on this Option Agreement.

1. I understand, and am well aware, that option trading may be highly speculative in nature. I am also aware that on certain days, option trading may cease and this could result in a financial loss to me. I agree to hold BERNARD L. MADOFF, its other Divisions, and its officers, Directors and Agents harmless for such loss.
2. I understand that any option transaction made for any account of mine is subject to the rules, regulations, customs and usages of The Options Clearing Corporation and of the registered national securities exchange, national securities association, clearing organization or market where such transaction was executed. I agree to abide by such rules, regulations, custom and usages and I agree that, acting individually or in concert with others, I will not exceed any applicable position or exercise limits imposed by such exchange, association, clearing organization or other market with respect to option trading.
3. If I do not satisfy, on a timely basis, your money or security calls, you are authorized in your sole discretion and without notification, to take any and all steps you deem necessary to protect yourself (for any reason) in connection with option transactions for my account including the right to buy and/or sell (including short or short exempt) for my account and risk any part or all of the shares represented by options handled, purchased, sold and/or endorsed by you for my account or to buy for my account and risk any option as you may deem necessary or appropriate. Any and all expenses or losses incurred in this connection will be reimbursed by me.
4. In addition to the terms and conditions hereof, my option account will be subject to all of the terms and conditions of all other agreements heretofore or hereafter at any time entered into with you relating to the purchase and sale of securities and commodities except to the extent that such other agreements are contrary to or inconsistent herewith.

Affiliated with:
Madoff Securities International Ltd.
43 London Wall, London England EC2M 5TB 071-374 0891

5. This agreement shall apply to all puts or call which you may have executed, purchased, sold or handled for any account of mine and also shall apply to all puts, or calls which you may hereafter purchase, sell, handle or execute for any account of mine.
6. I have received from BERNARD L. MADOFF the most recent risk disclosure documents entitled "Understanding the Risks and Uses of Listed Options", "Listed Options on Stock Indices", "Listed Options on Foreign Currencies", and "Listed Options in Debt Instruments". I have read and understand the information contained in these documents.
7. I understand that you assign exercise notices on a random basis except that with respect to options on the following debt instruments: Treasury Bonds, Treasury Notes, Treasury Bills and GNMA's, you may preferentially assign exercises of block-size (i.e. covering \$1,000,000 or more of underlying securities) to block-size writing positions and you may preferentially assign smaller exercises to smaller writing positions. I understand that upon my request you will provide me with further information regarding the procedure used to assign exercise notices.

DATED February 10th 1997 ACCOUNT NO. _____

SIGNATURES

(If a Corporation)

(If Individuals)

(Name of Corporation)

William H. Gordon

By _____

(Second Party If Joint Account)

Title _____

(If a Partnership)

(Name of Partnership)

SEAL

By _____
(A Partner)

BERNARD L. MADOFF INVESTMENT SECURITIES
NEW YORK LONDON
885 THIRD AVENUE
NEW YORK, NY 10022-4834
212-230-2424
800-334-1343
FAX 212-486-8178

FACSIMILE TRANSMITTAL SHEET

TO: Pat Gerber FROM: Cleaner PLATA
COMPANY: DATE 2-10-97
FAX NUMBER: 847-295-2618 TOTAL NO. OF PAGES INCLUDING COVER: 3
PHONE NUMBER: SENDER'S FAX NUMBER: 212-486-8178
RE:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

*Attached is
copy that
we signed
in 1995 for
comparison*
I am sending to you new
account papers in the mail
to be filled out and sent back
to the attention of Frank Dipassali
Thank you

IF THERE ARE ANY PROBLEMS WITH THIS TRANSMISSION PLEASE CALL 212-230-2424

② Attached Option Agreement is same as the one we signed in 1995.

AFFILIATED WITH
MADOFF SECURITIES INTERNATIONAL LTD.
43 LONDON WALL, LONDON ENGLAND EC2M 5TB 071 174 0771

EXHIBIT B

BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York □ London

885 Third Avenue
New York, NY 10022
(212) 230-2424
800 334-1343
Fax (212) 838-4061

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

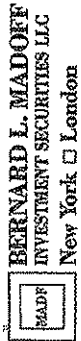
HFI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

11/30/08
1-H0076-3-0
40055

DATE	BOUGHT RECEIVED ON LONG	SOLD DELIVERED ON SHORT	TRAN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT OBTAINED TO YOUR ACCOUNT	AMOUNT PAID TO YOUR ACCOUNT
				BALANCE FORWARD		1,006,443.15	
11/06	2,036		11005	APPLE INC	305.380		214,423.92
11/06	3,636		11240	ABBOTT LABORATORIES	55.090		199,549.44
11/06	2,486		11475	ANGEN INC	60.350		150,129.10
11/06	1,808		11710	BOEING CO	51.120		92,436.96
11/06	1,775		11945	BANK OF AMERICA	29.840		280,371.68
11/06	19356		12180	BANKER INTERNATIONAL INC	60.600		82,227.60
11/06	2,712		12415	BANK OF NEW YORK MELLON CORP	32.290		87,678.48
11/06	4,520		12650	BRISTOL MYERS SQUIBB COMPANY	20.610		93,237.20
11/06	1,582		12885	ANHEUSER BUSCH COS INC	62.530		98,027.26
11/06	12,956		13120	CATL GROUP INC	13.530		171,741.68
11/06	6,780		13355	COMCAST CORP	15.790		107,327.20
11/06	3,834		13590	CONGPHILIPS	51.120		18,493.72
11/06	13,788		13625	CISSCO SYSTEMS INC	17.520		24,081.72
11/06	3,390		14060	CVS CAREMARK CORP	30.510		103,563.90
11/06	4,746		14295	CHEVRON CORP	73.740		350,159.04
11/06	4,520		14520	THE WALT DISNEY CO	26.760		120,095.20
11/06	24,182		14765	GENERAL ELECTRIC CO	19.680		474,934.20
11/06	452		15000	GOOGLE	356.520		161,165.04
11/06	804		15235	GOLDMAN SACHS GROUP INC	91.870		83,086.48
11/06	4,968		15470	HOMEDEPOT INC	23.300		26,946.40
11/06	27,256		15705	HENLETT PACKARD CO	38.310		216,977.50
11/06	3,164		15940	INTERNATIONAL BUSINESS MACHS	92.800		293,745.20
				CONTINUED ON PAGE 2			

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES



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Affiliated with
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12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

HHI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC.
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

YOUR ACCOUNT NUMBER: 1-H0076-3-0

STAGE: 2

11/30/08

FOURTH PAYEE IDENTIFICATION NUMBER: *****0055

DATE	BOUGHT INVESTMENT	PAID INVESTMENT	DATE DELIVERED	SYMBOL	DESCRIPTION	PRICE PAID	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/06	12,882			16175	INTEL CORP	16.070	207,528.74	
11/06	6,254			16410	JOHNSON & JOHNSON	61.310	402,087.74	
11/06	9,588			16645	J.P. MORGAN CHASE & CO	40.910	391,678.89	
11/06	3,618			16880	KRAFT FOOD INC	29.170	105,405.76	
11/06	4,520			17115	COCA COLA CO	44.490	201,274.80	
11/06	2,712			17350	MCDONALDS CORP	57.900	157,132.80	
11/06	2,712			17585	MEDTRONIC INC	40.310	109,128.12	
11/06	1,582			17820	3M COMPANY	63.590	100,662.58	
11/06	4,746			18055	ALTRIA GROUP INC	19.160	91,122.36	
11/06	4,972			18290	WELLS & CO	30.780	153,236.16	
11/06	19,598			18525	MICROSOFT CORP	22.210	409,138.86	
11/06	9,266			18760	ORACLE CORPORATION	18.110	168,177.26	
11/06	2,034			19465	OCCIDENTAL PETROLEUM CORP	54.290	110,506.86	
11/06	3,616			19700	PEPSICO INC	57.770	206,256.00	
11/06	15,594			19935	Pfizer Inc	17.890	278,780.89	
11/06	7,006			20170	PRGTER & GAMBLE CO	64.370	452,657.42	
11/06	4,972			20405	PHILLIP MORRIS INTERNATIONAL	42.730	212,651.56	
11/06	3,642			20640	QUALCOMM INC	37.810	143,419.02	
11/06	2,712			20875	SCHLUMBERGER LTD	51.760	140,481.72	
11/06	13,560			21110	AT&T INC	26.980	366,390.88	
11/06	8,362			21345	TIME WARNER INC	10.060	84,455.72	
11/06	2,260			21580	UNITED PARCEL SVC INC	52.790	119,395.40	
11/06	4,068			21815	CLASS B U.S. BANCORP	29.550	120,571.40	
11/06	2,260			22050	UNITED TECHNOLOGIES CORP	54.920	124,209.20	
11/06					CONTINUED ON PAGE 2			

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New York □ London

HFI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

385 Third Avenue
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12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 0222

1-80076-3-0
*****0055
11/30/08
3

DATE	BOUGHT RECEIVED OR LONG	SAID DELIVERED OR SHORT	DESCRIPTION	PRICE OR SYMBOL	AMOUNT TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/06	6,554		VERIZON COMMUNICATIONS	29.980	196,750.92	
11/06	7,684		WELLS FARGO & CO. NEW	33.660	258,950.44	
11/06	5,198		WAL-MART STORES, INC	56.560	294,205.88	
11/06	12,724		EXXON MOBILE CORP	73.680	899,678.72	
11/06			FIDELITY SPARTAN	DIV		6.24
11/06	57,051		U.S. TREASURY MONEY MARKET			
11/06			DIV 11/06/08			
11/06			FIDELITY SPARTAN	1	57,051.00	
11/06		20,068	U.S. TREASURY MONEY MARKET			20,068.00
11/06		725,000	FIDELITY SPARTAN	1		
11/06			U.S. TREASURY MONEY MARKET			
11/06			U.S. TREASURY BILL	99.939		724,920.25
11/06			DUE 12/11/2008			
11/06			U.S. TREASURY BILL			
11/06		2,125,000	DUE 12/18/2008			
11/06			U.S. TREASURY BILL			
11/06		2,775,000	DUE 01/08/2009	99.960		2,773,890.80
11/06			U.S. TREASURY BILL			
11/06		2,775,000	DUE 01/15/2009	99.946		2,773,501.50
11/06			U.S. TREASURY BILL			
11/06		2,775,000	DUE 01/22/2009	99.934		2,773,168.50
11/06			CONTINUED ON PAGE 2			

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HBI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

11/30/08
*****0055
1-H0076-3-0

DATE	BOUGHT RECEIVED ON LONG	SOLO RECEIVED ON SHORT	TIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/06		2,775,000	49571	U S TREASURY BILL DUE 01/29/2009	99.928		2,773,002.00
11/06		1,925,000	49780	U S TREASURY BILL DUE 2/12/2009	99.902		1,923,113.50
11/06	1,825,000		50016	U S TREASURY BILL DUE 03/26/2009	99.892	1,823,386.50	
11/06	1,825,000		50245	U S TREASURY BILL DUE 4/02/2009	99.751	1,820,455.75	
11/06	1,825,000		50474	U S TREASURY BILL DUE 04/09/2009	99.726	1,819,999.50	
11/07	1,404		23526	APPLE INC	108.800	152,811.20	
11/07	2,496		23761	ABBOTT LABORATORIES	56.590	141,347.64	
11/07	1,716		23996	AMGEN INC	62.070	106,580.12	
11/07	1,748		24251	BOEING CO	53.640	93,591.12	
11/07	7,956		24466	BANK OF AMERICA	23.720	189,034.32	
11/07	936		24701	BAXTER INTERNATIONAL INC	61.740	57,825.64	
11/07	1,716		24936	BANK OF NEW YORK MELLON CORP	34.210	58,772.36	
11/07	3,120		25171	BRISTOL MYERS SQUIBB COMPANY	21.020	65,706.40	
11/07	1,992		25406	ANHEUSER-BUSCH COS INC	64.190	127,138.48	
11/07	8,424		25641	CITI GROUP INC	14.410	121,725.84	
11/07				CONTINUED ON PAGE 5			

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200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

1-10076-3-0
11/30/08
5
*****0055

DATE	BOUGHT RECORDING NUMBER	SOLD DELIVERED OR SHORT	TRN	DESCRIPTION	AMOUNT DISTRIBUTED TO YOUR ACCOUNT	AMOUNT OBLIGATED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/07	4,524		25876	COMCAST CORP	17.390	78,852.36	
11/07	2,290		25811	CL-A	52.080	12,422.53	
11/07	9,204		25846	CONGPHILIPS	17.580	162,174.32	
11/07	2,184		26581	CISCO SYSTEMS INC	31.720	69,363.48	
11/07	3,276		26816	CVS CAREMARK CORP	75.450	241,303.20	
11/07	2,964		27051	CHEVRON CORP	25.820	76,055.68	
11/07	16,930		27286	THE WALT DISNEY CO	19.810	325,142.88	
11/07	312		27521	GENERAL ELECTRIC CO	349.160	108,949.92	
11/07	624		27756	GOOGLE	89.070	53,603.68	
11/07	2,852		27991	GOLDMAN SACHS GROUP INC	22.480	59,722.96	
11/07	3,900		28225	HOME DEPOT INC	38.820	151,755.00	
11/07	2,184		28461	HEWLETT PACKARD CO	92.430	201,954.12	
11/07	8,726		28696	INTERNATIONAL BUSINESS MACHS	16	140,125.00	
11/07	4,968		28931	INTEL CORP	61.820	278,203.75	
11/07	5,928		29166	JOHNSON & JOHNSON	40.960	243,707.88	
11/07	2,340		29401	J.P. MORGAN CHASE & CO	29.710	69,614.40	
11/07	3,120		29636	KRAFT FOOD INC	46.580	143,453.60	
11/07	1,716		29871	CUCA COLA CO	57.510	98,735.16	
11/07	1,716		30106	MC DONALDS CORP	41.140	70,664.24	
11/07	1,092		30341	WEDTRONIC INC	64.880	70,891.96	
11/07	3,276		30576	3M COMPANY	19.370	63,587.12	
11/07	3,292		30811	ALTRIA GROUP INC	30.480	104,174.36	
11/07	12,480		31046	MERCK & CO	22.940	288,190.20	
11/07	6,240		31281	WINDSOFT CORP	18.470	115,501.80	
11/07				ORACLE CORPORATION			
11/07				CONTINUED ON PAGE 5			

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BERNARD L. MADOFF
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New York □ London

HHI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

1-PERIOD ENDING 11/30/08
2-PAGE 6
3-ACCOUNT NUMBER 1-H0076-3-0
4-ACCOUNT IDENTIFICATION NUMBER *****0055

DATE	ACQ. BUGHT RESERVE/CO-OWN	SOLD DISPOSAL PRICE	TIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO CORP. ACCOUNT	AMOUNT CREDITED TO CORP. ACCOUNT
11/07	1,248		31986	OCCIDENTAL PETROLEUM CORP.	54.380	67,915.24	
11/07	2,496		32221	PERSCO INC	58.630	146,439.48	
11/07	10,936		32456	PEPPER INC	18	191,368.00	
11/07	4,836		32691	PROCTER & GAMBLE CO	65.180	315,403.48	
11/07	3,276		32926	PHILLIP MORRIS INTERNATIONAL	43.640	143,095.64	
11/07	2,652		33161	QUALCOMM INC	27.680	100,059.88	
11/07	1,872		33396	SCHLUMBERGER LTD	51.770	96,387.44	
11/07	9,048		33631	AT&T INC	28.910	261,938.68	
11/07	5,616		33866	TIME WARNER INC	10.110	57,001.76	
11/07	1,560		34101	UNITED PARCEL SVC INC	53.680	83,802.80	
11/07	2,808		34336	GLASS B	30.790	86,570.32	
11/07	1,568		34571	U S BANCORP	56	87,422.00	
11/07	4,368		34806	UNITED TECHNOLOGIES CORP	31.810	139,120.08	
11/07	5,204		35041	VERIZON COMMUNICATIONS	34.080	180,972.32	
11/07	3,588		35276	WELLS FARGO & CO NEW	56.730	203,690.24	
11/07	8,268		35511	WAL-MART STORES INC	75.280	622,745.04	
11/07				EXXON MOBIL CORP	DIV		1.03
11/07				FIDELITY SPARTAN			
11/07				U S TREASURY MONEY MARKET			
11/07				DIV 11/07/08			
11/07		57,051	11014	FIDELITY SPARTAN	1		57,051.00
11/07				U S TREASURY MONEY MARKET			
11/07		1,825,300	11279	U S TREASURY BILL	99.923		1,823,594.75
11/07				U S TREASURY BILL			
11/07				DUE 02/05/09			
11/07				2/05/2009			
11/07				CONTINUED ON PAGE 7			

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

BERNARD L. MADOFF
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Tel 020 7493 6222

HBI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

PERIOD ENDING: 11/30/08
STANDARD PAPER IDENTIFICATION NUMBER: *****0055
YOUR ACCOUNT NUMBER: 1-H0076-3-0

DATE	BOUGHT RECEIVED OR LONG	SOLD DELIVERED OR SHORT	TIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT CREDITED TO YOUR ACCOUNT	AMOUNT DEBITED FROM YOUR ACCOUNT
11/07		1,725,000	11492	U S TREASURY BILL DOE 02/19/2009	99.887		1,723,050.75
11/07		1,725,000	11708	U S TREASURY BILL DOE 02/26/2009	99.889		1,723,085.25
11/07		1,825,000	11920	U S TREASURY BILL DOE 03/05/09	99.865		1,822,556.50
11/07	50,000		12258	U S TREASURY BILL DOE 04/09/2009	99.720	49,860.00	
11/07	50,000		12478	U S TREASURY BILL DOE 4/16/2009	99.671	49,835.50	
11/07	21,473		12703	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	21,473.00	
11/10	1,737		35986	APPLE INC	108.720	188,915.64	
11/10	3,038		36221	ABBOTT LABORATORIES	55.910	172,719.08	
11/10	2,123		36456	AMGEN INC	59.620	126,657.26	
11/10	1,544		36691	BOEING CO	52.190	80,642.36	
11/10	10,036		36926	BANK OF AMERICA	24.050	241,766.80	
11/10	1,751		37151	BAKERT INTERNATIONAL INC	80.710	82,154.27	
11/10	2,316		37396	BANK OF NEW YORK MELLON CORP	33.488	77,631.68	
11/10	4,053		37631	BRISTOL MYERS SQUIBB COMPANY	21.310	86,531.43	
				CONTINUED ON PAGE 8			

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

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BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York ☐ London

MHI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC.
200 SOUTH WACKER DR. STE 3900
CHICAGO IL 60606

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6822

PERIOD ENDING 11/30/08
PAGE 8
ACCOUNT NUMBER 1-H0076-3-0
ACCOUNT IDENTIFICATION NUMBER *****0055

DATE	BOUGHT OR RECEIVED	SOLD OR RECEIVED	TIN	DESCRIPTION	PAID ON YOUR ACCOUNT	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/10	1,351		37866	ANHEUSER-BUSCH COS INC	64.090	86,639.59	
11/10	11,001		38101	CITI GROUP INC	14.270	157,424.27	
11/10	5,780		38336	CONCAST CORP	17.410	101,903.90	
11/10	3,088		38571	CONGOCOPHILIPS	54.130	167,276.44	
11/10	11,772		38896	CISCO SYSTEMS INC	18.080	213,325.84	
11/10	2,895		39041	CVS CAREMARK CORP	31.300	90,728.50	
11/10	4,240		39276	CHEVRON CORP	76.410	324,605.86	
11/10	3,667		39511	THE WALT DISNEY CO	25.660	94,241.22	
11/10	21,937		39746	GENERAL ELECTRIC CO	20.530	432,730.61	
11/10	1,085		39981	GOOGLE	365.580	140,356.88	
11/10	965		40215	GOLDMAN SACHS GROUP INC	92.680	89,474.20	
11/10	3,474		40451	HOME DEPOT INC	23.030	80,144.22	
11/10	5,018		40686	HEWLETT PACKARD CO	37.290	187,321.22	
11/10	2,402		40921	INTERNATIONAL BUSINESS MACHS	92.660	250,475.32	
11/10	11,887		41156	INTEL CORP	15.880	181,280.56	
11/10	5,597		41391	JOHNSON & JOHNSON	61.320	343,431.04	
11/10	7,234		41626	J.P. MORGAN CHASE & CO	41.730	306,340.82	
11/10	3,088		41861	KRAFT FOOD INC	30.100	93,071.80	
11/10	4,053		42096	CUCA COLA CO	45.500	184,573.50	
11/10	2,316		42331	MCDONALDS CORP	57.230	132,636.68	
11/10	2,216		42566	MEDTRONIC INC	40.300	92,426.80	
11/10	1,351		42801	3M COMPANY	64.690	87,450.19	
11/10	4,053		43036	ALTRIA GROUP INC	18.890	76,123.17	
11/10	4,246		43271	MERCK & CO	30.510	129,714.46	
11/10				CONTINUED ON PAGE 9			

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MMI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

ACCOUNT NUMBER: 1-H0076-3-0
DATE: 11/30/08
PAGE: 9
ACCOUNT IDENTIFICATION NUMBER: *****0055

DATE	BOUGHT ON/SHORT	SELL DATE/SHORT	TIN	DESCRIPTION	PRICE OR YIELD	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/10	15,633		43506	MICROSOFT CORP	23.200	363,310.60	
11/10	7,913		43741	ORACLE CORPORATION	18.600	147,497.80	
11/10	1,737		44446	OCCEANICAL PETROLEUM CORP	58.010	97,058.87	
11/10	3,086		44681	PEPSICO INC	57.550	177,631.40	
11/10	13,703		44916	PFIZER INC	17.960	244,653.88	
11/10	5,982		45151	PROCTER & GAMBLE CO	65.230	390,510.09	
11/10	4,083		45386	PHILIP MORRIS INTERNATIONAL	44.030	178,512.59	
11/10	3,283		45621	QUALCOMM INC	57.310	122,545.11	
11/10	2,509		45856	SCHLUMBERGER LTD	50.500	126,804.50	
11/10	11,866		46091	AT&T INC	28.580	342,466.28	
11/10	6,948		46326	TIME WARNER INC	11.010	76,774.40	
11/10	1,930		46561	UNITED PARCEL SVC INC	54.420	105,407.60	
11/10	3,474		46796	CLASS B			
11/10	1,436		47031	U.S. BANCORP	31.510	109,603.74	
11/10	5,730		47266	UNITED TECHNOLOGIES CORP	58.430	108,938.90	
11/10	6,562		47501	VERIZON COMMUNICATIONS	32	185,511.00	
11/10	4,439		47501	WELLS FARGO & CO NEW	34.600	227,267.20	
11/10	10,422		47736	WAL-MART STORES INC	55.710	247,473.69	
11/10			47971	EXXON MOBIL CORP	15.800	790,409.60	
11/10				FIDELITY SPARTAN			1.16
11/10				U S TREASURY MONEY MARKET			
11/10				DIV 11/10/08			
11/10			12939	FIDELITY SPARTAN			21,473.00
11/10				U S TREASURY MONEY MARKET			
11/10			13130	U S TREASURY BILL	99.875		1,847,687.50
11/10				DUE 3/12/2009			
11/10				3/12/2009			
11/10				CONTINUED ON PAGE 10			

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

BERNARD L. MADOFF
INVESTMENT SECURITIES LLC
New York ☐ London

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HRI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

Affiliated with
Madoff Securities International Limited
12 Berkeley Street
Mayfair, London W1J 8DT
Tel 020 7493 6222

11/30/08
1-H0076-3-0
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10

DATE	QUANTITY ACQUIRED/REMOVED	SOLD DATE/PRICE	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/10		1,875,000	13316	U S TREASURY BILL DUE 03/19/2009	99.867		1,872,506.25
11/10		1,825,000	13525	U S TREASURY BILL DUE 03/26/2009	99.834		1,821,970.50
11/10		1,825,000	13727	U S TREASURY BILL DUE 4/02/2009	99.770		1,820,802.50
11/10		1,875,000	13950	U S TREASURY BILL DUE 04/09/2009	99.742		1,870,162.50
11/10		50,000	14178	U S TREASURY BILL DUE 4/16/2009	99.686		49,843.00
11/10	50,000		14400	U S TREASURY BILL DUE 4/16/2009	99.686	49,843.00	
11/10	23,023		14627	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	23,029.00	
11/18		4,025	49375	ANHEUSER-BUSCH CGS INC	70		281,750.00
11/18	275,000		49610	U S TREASURY BILL DUE 4/16/2009	99.830	274,532.50	
11/18	7,217		49848	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	7,217.00	
				CONTINUED ON PAGE 13			

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HHI INVESTMENT TRUST #2

C/O HARRIS HOLDINGS, INC
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PERIOD ENDING 11/30/08
PAGE 11
YOUR ACCOUNT NUMBER 1-H0076-3-0
SECURITIES INVESTIGATION NUMBER *****0055

DATE	BOUGHT RECEIVED ON/AT	SOLD DELIVERED ON/AT	TIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT CREDITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/19				FIDELITY SPARTAN	DIV	3.78	
11/19		30,246	51829	U.S. TREASURY MONEY MARKET DIV 11/19/08 FIDELITY SPARTAN	1		30,246.00
11/19	2,575,000		56425	U.S. TREASURY BILL DUE 03/26/2009	99.926	2,573,084.50	
11/19	7,885		60868	FIDELITY SPARTAN	1	7,886.00	
11/20		2,575,000	63824	U.S. TREASURY MONEY MARKET U.S. TREASURY BILL DUE 03/26/2009	99.962		2,574,023.50
11/20	2,575,000		64062	U.S. TREASURY BILL DUE 4/16/2009	99.947	2,573,635.25	
11/20	386		64301	FIDELITY SPARTAN	1	386.00	
11/25	692		65442	U.S. TREASURY MONEY MARKET APPLE INC	95.070	58,980.51	
11/25	1,252		64780	ABBOTT LABORATORIES	54.140	67,749.48	
11/25	847		65018	AMGEN INC	53.630	45,457.61	
11/25	3,927		65256	BANK OF AMERICA	12.980	51,129.46	
11/25	452		65494	BAKTER INTERNATIONAL INC	52.570	24,305.24	
11/25	924		65732	BANK OF NEW YORK MELLON CORP	24.690	22,849.58	
11/25	1,540		65970	BRISTOL MYERS SQUIBB COMPANY	20.140	31,076.60	
				CONTINUED ON PAGE 12			

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DATE	BOUGHT IN CURRENCY OF LONG	SOLD IN CURRENCY OF SHORT	TEN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/25	4,466		66208	CITI GROUP INC	6.100	27,420.60	
11/25	385		66446	CULCATE PALMOLIVE CO	62.660	24,139.10	
11/25	2,235		66884	CONCAST CORP	12.970	31,286.01	
11/25	1,232		66922	CL A	45.100	55,612.20	
11/25	4,620		67160	CONGOCOPHILIPS	14.970	69,345.40	
11/25	1,435		67398	CISCO SYSTEMS INC	27.040	31,277.20	
11/25	1,617		67636	CVS CAREMARK CORP	68.740	111,168.07	
11/25	1,483		67874	CHEVRON CORP	19.760	28,966.88	
11/25	539		68112	THE WALT DISNEY CO	48.740	26,291.86	
11/25	8,770		68350	EXELON CORP	14.010	119,002.70	
11/25	154		68588	GENERAL ELECTRIC CO	275	42,556.00	
11/25	1,309		68826	GOOGLE	19.530	25,816.77	
11/25	1,925		69064	HOME DEPOT INC	32.990	63,382.75	
11/25	1,076		69302	HEWLETT PACKARD CO	70.080	80,879.24	
11/25	4,488		69540	INTERNATIONAL BUSINESS MACHS	12.270	54,975.82	
11/25	2,233		69778	INTEL CORP	57.650	128,821.45	
11/25	2,926		70016	JOHNSON & JOHNSON	27.760	81,242.76	
11/25	1,435		70254	J.P. MORGAN CHASE & CO	25.900	37,060.50	
11/25	1,940		70492	KRAFT FOOD INC	42.840	83,302.60	
11/25	847		70730	COCA COLA CO	55	46,618.00	
11/25	924		70968	MCDONALDS CORP	30.800	28,495.20	
11/25	539		71208	MEDTRONIC INC	58.280	31,433.92	
11/25	1,617		71444	3M COMPANY	16.250	26,340.25	
11/25	1,694		71682	ALTRA GROUP INC	25	42,417.00	
11/25				PERCK & CO			
11/25				CONTINUED ON PAGE 13			

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HHI INVESTMENT TRUST #2

C/E HARRIS HOLDINGS, INC
200 SOUTH WACKER DR. STE 3900
CHICAGO IL 60606

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11/30/08
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13

DATE	BOUGHT RECEIVED ON	SOLD DELIVERED ON	TICKER	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/25	6,160		71920	MICROSOFT CORP	18.100	111,742.00	
11/25	3,080		72634	ORACLE CORPORATION	16.050	49,557.00	
11/25	89		72872	ACCIDENTAL PETROLEUM CORP	24.570	30,914.00	
11/25	1,232		73110	PEPSICO INC	51.800	63,866.00	
11/25	5,313		73348	PFIZER INC	15.320	81,507.16	
11/25	2,310		73586	PROCTER & GAMBLE CO	61.940	143,173.40	
11/25	1,617		73824	PHILIP MORRIS INTERNATIONAL	26.380	58,890.46	
11/25	1,309		74062	QUALCOMM INC	29.850	39,125.65	
11/25	924		74300	SCHLUMBERGER LTD	46.270	42,789.48	
11/25	4,620		74538	AT&T INC	25	115,684.00	
11/25	2,389		74716	TIME WARNER INC	8.010	22,993.49	
11/25	770		75014	UNITED PARCEL SVC INC	50.760	39,115.20	
11/25	1,386		75252	U S BANCORP	23.400	32,487.40	
11/25	790		75490	UNITED TECHNOLOGIES CORP	44.890	35,295.30	
11/25	2,233		75728	VERIZON COMMUNICATIONS	26.570	59,119.81	
11/25	3,093		75966	WELLS FARGO & CO NEW	23.820	71,651.46	
11/25	1,771		76204	WAL-MART STORES INC	51.420	91,187.95	
11/25	1,018		76442	WYETH	55	55,917.00	
11/25	4,158		76680	EXXON MOBIL CORP	72	299,342.00	
11/25				FIDELITY SPARTAN	DIV		.83
11/25				U S TREASURY MONEY MARKET			
11/25				DIV 11/25/08			
11/25				FIDELITY SPARTAN	1		6,272.00
11/25				U S TREASURY MONEY MARKET			
11/25				CONTINUED ON PAGE 14			

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HBI INVESTMENT TRUST #2

C/G HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

11/30/08

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DATE	BOUGHT RECEIVED FOR LONG	SOLD DELIVERED FOR SHORT	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/25		2,900,000	77511	U S TREASURY BILL DUE 4/16/2009	99.878		2,896,462.00
11/25	77982		77797	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	7,982.00	
				NEW BALANCE		3,694,449.13	
				SECURITY POSITIONS	MKT PRICE		
	39,194			AETI, INC	28.560		
	10,432			ABBOTT LABORATORIES	52.398		
	13,692			ALTRA GROUP INC	16.080		
	7,172			ANGEN INC	55.540		
	5,868			APPLE INC	92.678		
	33,571			BANK OF AMERICA	16.250		
	7,658			BANK OF NEW YORK MELLON CORP	30.210		
	4,105			BAXTER INTERNATIONAL INC	52.900		
	4,600			BOEING CO	42.630		
	13,213			BRISTOL MYERS SQUIBB COMPANY	20.700		
	9,024			CVS CAREMARK CORP	28.930		
	13,685			CHEVRON CORP	79.010		
	39,383			CISCO SYSTEMS INC	16.540		
	56,547			CITI GROUP INC	8.290		
	13,233			COCA-COLA CO	46.870		
	385			COLGATE PALMOLIVE CO	65.070		
				CONTINUED ON PAGE 15			

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HBI INVESTMENT TRUST #2
C/O HARRIS HOLDINGS, INC
280 SOUTH WACKER DR STE 3900
CHICAGO IL 60606

11/30/08
1-H0076-3-0
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DATE ACQUIRED	QUANTITY ACQUIRED	UNIT COST	DESCRIPTION	PERIOD SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
19,327			COMCAST CORP	17.340		
10,276			CL A	52.520		
124,614			CONGOCORPHILIPS	22.520		
339			THE WALT DISNEY CO	56.210		
35,052			EXELON CORP	80.150		
70,059			SAXON MOBIL CORP	17.170		
2,493			GENERAL ELECTRIC CO	78.998		
1,304			GOLDMAN SACHS GROUP INC	292.960		
16,423			GOOGLE	35.280		
1,303			HEWLETT PACKARD CO	23.110		
37,471			HOME DEPOT INC	13.800		
9,128			INTEL CORP	81.600		
24,176			INTERNATIONAL BUSINESS MACHS	31.660		
18,752			J.P. MORGAN CHASE & CO	58.580		
10,199			JOHNSON & JOHNSON	27.210		
7,591			KRAFT FOOD INC	58.750		
7,668			MEDICALS CORP	30.520		
14,244			MEDTRONIC INC	26.720		
52,579			MERCK & CO	20.220		
5,712			MICROSOFT CORP	54.140		
26,499			OCCIDENTAL PETROLEUM CORP	16.090		
10,432			ORACLE CORPORATION	56.700		
45,218			PEPSICO INC	16.430		
13,918			PFIZER INC	42.160		
			PHILLIP MORRIS INTERNATIONAL			
			CONTINUED ON PAGE 16			

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MHI INVESTMENT TRUST #2
C/O HARRIS HOLDINGS, INC
200 SOUTH WACKER DR STE 3909
CHICAGO IL 60606

11/30/08
1-H0076-3-0
*****0055

DATE	QUANTITY RECEIVED/ISSUED	LONG DELIVERED/RECEIVED	TRN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
20135				PROCTER & GAMBLE CO	64.350		
11084				QUALCOMM INC	33.570		
87037				SCHLUMBERGER LTD	50.740		
17982				FIDELITY SPARTAN	1		
				U S TREASURY MONEY MARKET			
6564				3M COMPANY	66.920		
37175				TIME WARNER INC	9.650		
17736				U S BANCORP	28.980		
6520				UNITED PARCEL SVC INC	57.600		
6529				CLASS B			
109945				UNITED TECHNOLOGIES CORP	48.530		
14996				VERIZON COMMUNICATIONS	32.650		
22953				WAL-MART STORES INC	55.880		
37078				WELLS FARGO & CO NEW	28.890		
				MYETH	36.010		
				MARKET VALUE OF SECURITIES			
				LONG			
				SHORT			
				27,861,936.34			

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HBI INVESTMENT TRUST #2
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11/30/08
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DATE	BOUGHT THROUGH LONG	SOLD THROUGH SHORT	TIN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/06		226	1999	BALANCE FORWARD			1,006,444.00
11/06	226		19230	S & P 100 INDEX NOVEMBER 470 CALL	20.300		4,585,554.00
11/06				S & P 100 INDEX	20.500	463,526.00	
11/07		156	31518	NOVEMBER 460 PUT S & P 100 INDEX	22		343,044.00
11/07	156		31751	NOVEMBER 470 CALL S & P 100 INDEX	13.800	215,436.80	
11/08		193	43976	NOVEMBER 460 PUT S & P 100 INDEX	12.400		238,127.00
11/08	193		44211	NOVEMBER 485 CALL S & P 100 INDEX	16.800	324,433.00	
11/09		575	30190	NOVEMBER 475 PUT S & P 100 INDEX	26		14,944,425.00
11/09	575		30428	DECEMBER 430 CALL S & P 100 INDEX	30	1,725,575.00	
11/09	382		30666	DECEMBER 420 PUT S & P 100 INDEX	1.500	27,682.00	
11/09	193		30904	NOVEMBER 470 CALL S & P 100 INDEX	.900	17,563.00	
11/09		387	31142	NOVEMBER 485 CALL S & P 100 INDEX	45		1,713,618.00
11/09		193	31380	NOVEMBER 460 PUT S & P 100 INDEX	59		1,138,507.00
11/09				NOVEMBER 475 PUT			
CONTINUED ON PAGE 12							

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HHI INVESTMENT TRUST #2

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1-H0076-4-0
11/30/08
2
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DATE	BOUGHT PRICE PAID	QUANTITY	DELIVERED TO SHORT	SELL PRICE RECEIVED	DESCRIPTION	PRICE PAID	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/25		77	72158		S & P 100 INDEX DECEMBER 380 CALL	34		261,723.00
11/25		77	72396		S & P 100 INDEX DECEMBER 370 PUT	21	162,377.00	
					NEW BALANCE			3,694,450.00
					SECURITY POSITIONS			
		575			S & P 100 INDEX DECEMBER 420 CALL	23.300		
		575			S & P 100 INDEX DECEMBER 380 CALL	61		
		575			S & P 100 INDEX DECEMBER 420 PUT	16.500		
		77			S & P 100 INDEX DECEMBER 370 PUT	5.180		
					MARKET VALUE OF SECURITIES			
					LONG			
					SHORT			
					988,020.00			1,809,450.00

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

GRANTOR TRUST

The parties to this Trust Agreement are those persons listed on Schedule A attached hereto, each being a resident of the state listed opposite such person's name on Schedule A (each a "Grantor" and collectively the "Grantors"), and King Harris, a resident of Chicago, Illinois, Katherine P. Harris, a resident of Chicago, Illinois, and Toni H. Paul, a resident of Potomac, Maryland, as Trustees.

ARTICLE I

Definitions

1.1 "Admission Date" shall mean the date of this Agreement, and March 31, June 30, September 30 and December 31 of each year.

1.2 "Capital Account" of a Grantor shall mean an account maintained for each Grantor, which shall initially be credited with his Contribution, and which shall be adjusted on each Revaluation Date in accordance with the provisions of Article X hereof.

1.3 "Code" shall mean the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

1.4 "Contribution" of a Grantor shall mean the total amount of cash contributed to the Trust from time to time by such Grantor, as reflected in Schedule A attached hereto as it may be amended from time to time.

1.5 "Net Asset Value" shall mean the fair market value of the Trust Property, valued in accordance with Article IX.

1.6 "Net Gain" for any period shall refer to the amount, if any, by which (i) the Net Asset Value of the Trust as of the end of such period, minus the amount of any Contributions made during such period, and plus the amount of any withdrawals or distributions made during such period exceeds (ii) the Net Asset Value of the Trust as of the beginning of such period.

1.7 "Net Loss" for any period shall mean the amount, if any, by which (i) the Net Asset Value of the Trust as of the beginning of such period exceeds (ii) the Net Asset Value of the Trust as of the end of such period, minus the amount of any Contributions made during such period, and plus the amount of any withdrawals or distributions made during such period.

1.8 "Net Capital Gain" and "Net Capital Loss" for any period shall mean the amount of net capital gain or net capital loss (both long term and short term) of the Trust, as determined under the Code and the corresponding regulations.

1.9 "Net Ordinary Income" and "Net Ordinary Loss" for any period shall mean the amount of net ordinary income or net ordinary loss of the Trust, as determined under the Code and the corresponding regulations.

1.10 "Percentage Interest" shall mean the percentage interest that each Grantor shall have in the Trust Property, which shall be equal to the percentage that the Grantor's Capital Account bears to all of the Capital Accounts of all of the Grantors.

1.11 "Revaluation Date" shall mean each Admission Date and the date of termination in accordance with Article XI.

1.12 "Securities" shall mean capital stock, subscriptions, warrants, bonds, notes, debentures, depository receipts, trust receipts, contracts, commercial paper, certificates of deposit, treasury bills, bonds and notes, when-issued securities, and rights and options relating thereto, issued by any corporation, partnership, trust, stock exchange, the Federal Government or any State Government, foreign governments, or any political subdivision thereof, or by any other entity.

1.13 "Trust Property" shall mean the Contributions of each Grantor, and all investments and reinvestments thereof and additions thereto, so long as such property is held by the Trustees hereunder.

ARTICLE II

Trust Name and Address

2.1 This agreement and the trust hereby evidenced, as from time to time amended, may be designated the "HHI Investment Trust #2 dated August 15, 1995".

2.2 The principal office of the Trust shall be 333 Skokie Boulevard, Northbrook, Illinois. The Trustees may change the principal office of the Trust at any time by notice to the Grantors.

ARTICLE III

Declaration of Trust and Purpose

3.1 Each of the Grantors hereby appoints the Trustees as trustees hereunder and transfers, conveys, and assigns to the Trustees, in trust, the Contribution listed in schedule A opposite such person's name. The Trust Property will be held in trust, for the benefit of the Grantors, for the uses and purposes provided herein.

3.2 This Trust is formed solely for the purpose of buying, selling, exchanging, holding, trading and otherwise investing in Securities.

ARTICLE IV

Withdrawals and Distributions; Prohibition on Transfers

4.1 During the lifetime of the Grantors, the Trustees shall pay to each Grantor such part of the Trust Property, but not in excess of such Grantor's Percentage Interest as such Grantor may direct by notice to the Trustees not less than 15 days prior to any Admission Date. Distributions pursuant to any such notice shall be made as soon as practicable after any such Admission Date. Any undistributed income shall be added to principal.

4.2 No Grantor shall sell, transfer, assign, mortgage, grant a security interest in, or otherwise dispose of all or any part of his interest in the Trust or this instrument.

ARTICLE V

Trustees' Powers

5.1 Except as otherwise provided in this instrument, the Trustees shall have the following powers, and any others that may be granted by law, to be exercised as the Trustees, in their discretion, determine to be to the best interest of the Grantors:

- (a) To buy, sell, exchange, hold, trade and otherwise invest in Securities;
- (b) To exercise all rights, powers, and privileges and other incidents of ownership or possession with respect to Securities;
- (c) To purchase, sell and write covered put and call options, to sell securities short against the box, and to make purchases or sales increasing, decreasing, or liquidating such positions without any limitation as to the frequency of the fluctuations in such positions;
- (d) To acquire Securities on the basis of investment representation;
- (e) To open, maintain and close bank and brokerage accounts and draw checks or other orders for the payment of money, and to delegate to other persons the right to sign checks, withdraw and transfer funds and endorse items on behalf of the Trust and the Trustees;
- (f) To engage in short-term, speculative trading activities, resulting in a high portfolio turnover and substantial brokerage fees (provided, however, that the Trust shall not write any put options or uncovered call options, or sell any securities short unless the Trust owns or has the right to acquire the securities subject to the short sale);

(g) To invest and reinvest the Trust Property without being limited by any statute or rule of law concerning investments by trustees;

(h) To employ attorneys, auditors, depositaries, investment advisers, proxies and agents and to delegate to them any powers of the Trustees;

(i) To hold property in the name of a nominee or in bearer form, with or without disclosure of the fiduciary relationship;

(j) To determine in accordance with applicable rules of law the manner of ascertainment of income and principal and the allocation or apportionment between income and principal of all receipts and disbursements;

(k) To take any action with respect to conserving or realizing upon the value of any Trust Property and with respect to foreclosures, reorganizations or other changes affecting the Trust Property;

(l) To collect, pay, contest, compromise or abandon demands of or against the Trust Property, wherever situated;

(m) To execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the Trust Property;

(n) To continue to exercise any powers or discretion hereunder for a reasonable period after the termination of the Trust, but only for so long as no rule of law relating to perpetuities would be violated;

(o) To appoint or remove by written instrument any person or corporation authorized under the laws of the United States or of any State to administer trusts, wherever located, as Substitute Trustees as to part or all of the Trust Property, including property as to which the Trustees do not or cannot act, and such Substitute Trustees, except as specifically limited or provided by this or the appointing instrument, shall have all of the rights, powers and duties of the Trustees and shall remit the net income and proceeds of sale of any portion of such Trust Property to the Trustees;

(p) To perform other acts necessary or appropriate for the proper administration of the Trust Property, execute and deliver necessary instruments and give full receipts and discharges;

(q) To maintain one or more offices within or without the State of Illinois, and in connection therewith to rent or acquire office space, engage personnel and do such other acts as may be advisable or necessary in connection with such offices and personnel; and

(r) To do everything necessary, proper, advisable or convenient for the accomplishment of the foregoing purposes, and to do all other things incidental to them or connected with them that are not forbidden by other law or by this Agreement.

5.2 The Trustees shall have the power to segregate Trust Property in a separate trust, to be held on the same terms and conditions as the original trust, if the Trustees have any concern that such property could cause potential liability under any federal, state or local law.

5.3 To the extent that any such requirements can legally be waived, no Trustee shall ever be required to give any bond as Trustee, to qualify before, be appointed by, or in the absence of a breach of trust account to, any court; or to obtain the order or approval of any court in the exercise of any power or discretion hereunder.

5.4 The Trustees shall submit an account of the receipts and disbursements and a statement of assets at least annually to each Grantor.

5.5 The Trustees shall be entitled to reasonable compensation for services in administering and distributing the Trust Property, and to reimbursement for expenses.

5.6 Except as otherwise specifically provided in this instrument, the Trustees may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by them to be genuine, or upon any evidence deemed by them to be sufficient, in making any payment or distribution hereunder. The Trustees shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the trust.

ARTICLE VI

Additional Grantors and Additions to Trust Property

6.1 The Trustees shall have the right to accept additional Grantors to the Trust from time to time, on each Admission Date; provided, however that whether any new Grantor shall be accepted, the actual date of admission, and the required Contribution shall be subject to the sole discretion of the Trustees. Each new Grantor will have an interest in the Trust equal to the percentage that his Contribution bears to the Net Asset Value of all assets in the Trust on his Admission Date.

6.2 The Trustees shall have the right to accept additional Contributions from Grantors from time to time on each Admission Date, in the minimum amount of \$10,000. Whether any additional Contributions are accepted, the actual date of acceptance, and the amount of the additional Contribution permitted shall be subject to the sole discretion of the Trustees.

6.3 Upon the admission of any new Grantor, such Grantor shall sign a copy of this Trust Agreement, and by doing so shall accept all of the terms and conditions hereof. The Trustees shall amend Schedule A to reflect additional Grantors and additional Contributions by a Grantor, shall date and certify a copy of each such amended Schedule A, and shall attach a copy to this Trust Agreement.

ARTICLE VII

Investment Advisers

7.1 The Trustees shall have the right to enter into an investment advisory agreement with any investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940. Any such agreement shall include such terms and conditions as the Trustees shall, in their sole discretion, deem appropriate. Any such agreement may grant to the adviser discretionary authority with respect to any or all of the Trust Property. The Trustees may terminate any such advisory agreement at any time and enter into agreements with other registered investment advisers from time to time; provided, however that the Trust shall never have more than one advisory contract at any one time.

7.2 While an adviser shall be acting as such, the Trustees shall be permitted to follow the advice, suggestions or recommendations of the adviser with respect to transactions in Securities, and the Trustees shall not have any liability for following any such advice, suggestions and recommendation, or for the acts of any adviser who shall have been granted discretionary authority.

ARTICLE VIII

Trustees

8.1 Edward J. Schwartz shall be the successor Trustee to King Harris, to serve as Trustee in his place if King Harris ceases to act as Trustee. Pam F. Szokol, William J. Friend and Scott C. Friend (each a child of Katherine P. Harris) shall be successor Trustees to Katherine P. Harris and Toni H. Paul, and to each other, in the order named, to serve as Trustee if such person's predecessor ceases to act as Trustee. If any individual Trustee fails or ceases to act, and no successor Trustee is designated and acting, the remaining Trustees or Trustee shall continue to act as such, with all the powers and discretion of the Trustees, and no other successor individual Trustee or Trustees shall be appointed.

8.2 At any time or times, the Grantors entitled to receive or have the benefit of at least two thirds (2/3rds) of the Percentage Interest may designate an individual or individuals or a qualified corporation (defined below) to serve as Co-Trustee or Co-Trustees or as successor Trustee or Trustees by written instrument delivered to the individual or corporation so designated. Such designation shall be revocable until such time as it takes effect. If more than one designation exists, the latest in time shall be deemed effective.

8.3 The individual Trustee or Trustees, from time to time acting, at any time or from time to time, may designate an individual or individuals or a qualified corporation (defined below) to serve as Co-Trustee or Co-Trustees or as successor Trustee or Trustees by written instrument delivered to the individual or corporation so designated. Such designation shall be revocable until such time as it takes effect. If more than one designation exists, the latest in time shall be deemed effective.

8.4 Any person acting or named to act in a fiduciary capacity hereunder or required to be legally competent in order to act hereunder shall be considered to have ceased or failed to act or to be legally incompetent to act when a physician whom such person has consulted within the prior three (3) years has certified that such person does not have physical or mental capacity to manage his or her financial affairs.

8.5 The Grantors entitled to receive or have the benefit of at least two-thirds (2/3rds) of the Percentage Interest may remove any Trustee by giving written notice to such Trustee. Edward J. Schwartz may be removed as Trustee at any time by the other Trustees (or Trustee, if there is only one other Trustee).

8.6 A qualified corporation shall be a bank or trust company authorized under the laws of the United States or of any State to administer trusts, which, in the case of a bank, has a total equity capital of not less than One Hundred Million Dollars (\$100,000,000) or, in the case of a trust company, has assets under management of not less than Five Hundred Million Dollars (\$500,000,000).

8.7 Any Trustee may resign as Trustee at any time by written notice to the other Trustee or Trustees, his or her successor Trustee (if any) and the Grantors.

8.8 Whenever more than two Trustees are acting, the decision of a majority of the Trustees shall control. In the event that any Trustee shall not concur or participate in the action taken by the majority, such non-concurring or non-participating Trustee shall have no responsibility or liability for such action. The designation of a temporary Trustee pursuant to Section 8.10 shall not result in an increase in the number of Trustees which constitute a majority of the Trustees for purposes of this Section.

8.9 Any Trustee or Trustees, at any time or from time to time, by signed instrument delivered to any other Trustee, may delegate to such other Trustee any or all powers, duties and discretion (including the power to convey real property) either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing with the Trustee to whom such delegation has been given may rely without inquiry upon such Trustee's certificate with respect to any delegation.

8.10 Any Trustee or Trustees, at any time or from time to time, by signed instrument delivered to any of the named successor Trustees, may delegate to such successor Trustee any or all powers, duties and discretion (including the power to convey real property) of the Trustee or Trustees making such delegation. Such delegation may be either for a specified time or until the delegation is revoked by a similar instrument. Upon any such delegation, and provided such person agrees to act pursuant to such delegation (such

agreement to be conclusively evidenced by the taking of any action by such person pursuant to such delegation), such successor Trustee shall be a temporary Trustee hereunder, solely for such purpose and/or period specified in the delegation. Any person dealing with the temporary Trustee to whom such delegation has been given may rely without inquiry upon such temporary Trustee's certificate with respect to any delegation.

8.11 Any individual Trustee or Trustees, at any time or from time to time, by a signed instrument delivered to the corporate Trustee, may delegate to it any or all powers, duties and discretion under this instrument (including the power to convey real property) either for a specified time or until the delegation is revoked by a similar instrument. Any person dealing with the corporate Trustee may rely without inquiry upon its certificate with respect to any delegation.

8.12 For administrative convenience, if a majority of the Trustees agree, any one of the then acting Trustees may sign any instrument or document on behalf of all the Trustees and any person may rely without inquiry on the signature of one Trustee.

8.13 No person paying money or delivering property to or otherwise dealing with any Trustee shall be obliged to inquire as to the Trustee's rights, powers and privileges or to see to the application of any money or other property delivered to the Trustee. A certification by a Trustee acting hereunder that this trust instrument is in full force and effect, that an act is done in accordance with the provisions of this trust instrument, or that the Trustee is duly empowered to perform an act shall be conclusive evidence in favor of any person or organization relying thereon.

8.14 No one Trustee shall be held liable or responsible in any way for any acts or failures to act or any loss or damage chargeable against another Trustee.

8.15 Upon termination of this Trust or upon the resignation or removal of the last Trustee, the Grantors entitled to receive or have the benefit of at least two-thirds (2/3) of the Percentage Interest may approve the accounts of and give a full and complete release and discharge to any Trustee hereunder. Any such approval, release and discharge shall be binding upon all the Grantors and shall constitute: (a) a complete bar to any action by any Grantor to question any transaction occurring during the period covered by the account so approved; and (b) a valid and effective release with respect to any such transaction, with all the force and effect of a decree of a court of competent jurisdiction judicially settling such accounts and discharging such Trustee from any and all liability in respect to the administration of the Trust Property for the period covered by such account.

8.16 Any successor Trustee hereunder shall have all the title, powers and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer. No successor Trustee shall be personally liable for any act or omission of any predecessor or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Trust Property prior to his, her or its becoming a Trustee, nor be required to inquire into or take any notice of the prior administration of the Trust Property. With the approval of a majority in interest of the Grantors, a successor Trustee

may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

8.17 Any corporate Trustee at any time acting hereunder shall be the custodian of the Trust Property and of the books and records of the Trustees, and may perform for the Trustees all acts necessary for the acquisition and transfer of personal property and money, including the signing or endorsement of checks, receipts, stock certificates and other instruments, and no person need inquire into the propriety of any such act.

8.18 The guardian or conservator of the estate of a Grantor under legal disability, or the parent or surviving parent or guardian of the person of a minor Grantor for whose estate no guardian has been appointed, may act for the Grantor in signing any instrument hereunder.

8.19 Any corporate successor to the trust business of any corporate Trustee named herein or acting hereunder shall become Trustee in place of its predecessor, without the necessity of any conveyance or transfer.

ARTICLE IX

Net Asset Value

9.1 The Net Asset Value of the Trust as of any date shall be determined by the Trustees, and shall be equal to the sum of the Trust's cash, cash equivalents and Securities, minus the amount of any liabilities of the Trust.

9.2 Cash and cash equivalents shall be valued at their face amount.

9.3 Listed options will be valued at their last sales prices on the date of determination on the largest national securities exchange (measured by dollar volume of options transactions) on which such options shall have traded on such date (or, in the event that the date of determination is not a date upon which a national securities exchange on which such options are listed was open for trading, on the last prior date on which such a national securities exchange was so open), or if no sales occurred on either of the foregoing dates, at the mean between the "bid" and "asked" prices on the largest national securities exchange (measured by dollar volume of options transactions) on which such options are traded, on the date of determination (or, in the event that the date of determination is not a date upon which such national securities exchange was open for trading, on the last prior date on which such national securities exchange was so open), or if no "bid" and "asked" prices are available, at such value as the Trustees may determine. Premiums for the sale of listed options written by the Trust will be included in the assets of the Trust, and the market value of such options will be included as a liability of the Trust.

9.4 Over-the-counter options will be valued at fair value as determined by the Trustees, based upon representative brokers' bids or valuations. If such bids or valuations

are not available, or in the opinion of the Trustees do not represent fair value, over the counter options will be valued as follows:

(a) With respect to calls purchased by the Trust:

(i) If the market value of the underlying securities exceeds the exercise price, calls will be valued at the greater of (A) the premium amortized on a straight-line basis over the option period, or (B) such excess; and

(ii) If the exercise price exceeds the market value of the underlying securities, calls will be valued at the greater of (A) the premium amortized on a straight-line basis over the option period less the decline in the market value of the underlying securities during the option period, or (B) zero.

(b) With respect to puts purchased by the Trust:

(i) If the market value of the underlying securities exceeds the exercise price, puts will be valued at the greater of (A) the premium amortized on a straight-line basis over the option period less the increase in the market value of the underlying securities during the option period, or (B) zero; and

(ii) If the exercise price exceeds the market value of the underlying securities, puts will be valued at the greater of (A) the premium amortized on a straight-line basis over the option period or (B) such excess.

(c) With respect to the over-the-counter options written by the Trust:

(i) Premiums will be included in the assets of the Trust, and the unamortized portion of such premiums will be included as a liability of the Trust; premiums received will be amortized on a straight-line basis over the option period;

(ii) A call will be treated as a liability to the extent that the market value of the underlying securities exceeds the sum of (A) the unamortized premium and (B) the exercise price; and

(iii) A put will be treated as a liability to the extent that the exercise price exceeds the sum of (A) the unamortized premium and (B) the market value of the underlying securities.

9.5 Securities which are listed on a national securities exchange shall be valued at their last sales prices on the date of determination on the largest national securities exchange on which such Securities shall have traded on such date (or, if the date of determination is not a date upon which a national securities exchange on which such Securities are listed was open for trading, on the last prior date on which such Securities

exchange was so open, but not more than ten (10) days prior to the date of determination). If no such sales of such Securities occurred on either of the foregoing dates, such Securities shall be valued at the "bid" price for long positions and "asked" price for short positions on the largest national securities exchange on which such Securities are traded, on the date of determination (or, if the date of determination is not a date upon which such national securities exchange was open for trading, on the last prior date on which such national securities exchange was so open, but not more than ten (10) days prior to the date of determination). Securities which are not listed shall be valued at their last closing "bid" prices if held "long" by the Trust and their last closing "asked" prices if held "short" by the Trust. Securities for which no such market prices are available, or as to which, in the judgment of the Trustees, such market prices exceed the amount realizable by the Trust upon a sale thereof, shall be valued at the fair value thereof as determined by the Trustees.

9.6 If for any reason the method described herein for the valuation of any Trust asset is inconsistent with the requirements of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder, then the method in the Code and the regulations shall control. Subject to the foregoing, all values assigned to Securities by the Trustees shall be final and conclusive as to all the Grantors.

ARTICLE X

Capital Accounts; Allocations of Income or Loss

10.1 An opening Capital Account shall be established for each Grantor, which shall be the amount of his initial Contribution. The Capital Account of each such Grantor shall be adjusted on each Revaluation Date as follows:

(a) The amount of any Contribution by such Grantor since the prior Revaluation Date shall be added to his Capital Account.

(b) The amount of any distributions to such Grantor since the prior Revaluation Date shall be subtracted from his Capital Account.

(c) His Percentage Interest of any Net Gain for the period between the last Revaluation Date and the current Revaluation Date shall be credited to his Capital Account.

(d) His Percentage Interest of any Net Loss for the period between the last Revaluation Date and the current Revaluation Date shall be debited to his Capital Account.

10.2 All Net Ordinary Income and Net Ordinary Loss for any period shall be allocated among the Grantors in proportion to their Percentage Interests during the period.

10.3 All Net Capital Gain or Net Capital Loss, if any, shall be allocated to each Grantor as determined by the Trustees in such equitable manner and in accordance with

the Code and the Regulations issued thereunder, as will equalize, to the extent practicable, the Federal income tax treatment of the Grantors and the economic allocations made under Section 10.1.

10.4 Except with respect to matters as to which the Trustees are granted discretion hereunder, the opinion of the independent public accountants retained by the Trustees from time to time shall be final and binding with respect to all computations and determinations required to be made under this Agreement; provided, however, that the Trustees shall not be required to retain independent accountants. If any computation or determination involves a choice of different alternatives, the accountants, if any, making such computations and determinations shall be permitted to rely upon the judgment of the Trustees.

10.5 Notwithstanding any provision herein to the contrary, if in the judgment of the Trustees, the allocations for federal income tax purposes shall not satisfy the requirements of the Code or regulations issued thereunder or shall not properly take into account any expenditure by, or receipt of, the Trust, the Trustees shall adjust the allocations accordingly.

ARTICLE XI

Termination of Trust

11.1 This Trust will terminate upon the death of any Grantor; provided, however, that until the Trustees shall have actual notice of any such death, the Trustees shall be entitled to assume that no such death shall have occurred, and they shall be entitled to deal with the Trust Property as though the Trust did not terminate.

11.2 This Trust may be terminated by any Grantor on any Admission Date, by the giving of notice by such Grantor to the Trustees not less than 15 days prior to any Admission Date.

11.3 This Trust will terminate, without any action by the Grantors or the Trustees, on July 6, 2003, unless sooner terminated pursuant to the other provisions hereof.

ARTICLE XII

Distribution Upon Termination of the Trust

12.1 Upon termination of the Trust, the Trustees shall distribute to each of the Grantors, and to the estate of any deceased Grantor, each Grantor's proportionate share of the Trust Property.

ARTICLE XIII

Indemnification

13.1 The Trust and each of its Grantors shall indemnify and hold harmless the Trustees and their beneficiaries, heirs, executors, successors and assigns, free and harmless from any and all liabilities of the Trust, including any liabilities incurred by the Trust in excess of the value of the Trust Property.

13.2 The Trust and each of its Grantors shall indemnify and hold harmless the Trustees and their beneficiaries, heirs, executors, successors, assigns, and each of them who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Trust) by reason of any acts, omissions, or alleged acts or omissions, arising out of his, her or its activities as or on behalf of the Trust or the Grantors under this Agreement, or in furtherance of the interests of the Trust or the Grantors, against expenses for which such person has not otherwise been reimbursed (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by any such person in connection with such action, suit or proceeding so long as such person did not act fraudulently, or in a manner which constituted willful misconduct or gross negligence, or, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. During the course of any investigation, proceeding or other matter, the Trust shall pay the legal fees and expenses of any person who may be entitled to indemnification hereunder, notwithstanding that at the time of such payment it shall not have been finally determined whether such person is actually entitled to indemnification, provided such Person agrees to reimburse the Trust if it is finally determined that he, her or it was not entitled to such indemnification. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person acted fraudulently, or in a manner which constituted willful misconduct or gross negligence, or, with respect to any criminal action or proceeding, had reasonable cause to believe that its or his conduct was unlawful.

ARTICLE XIV

Miscellaneous

14.1 The laws of the State of Illinois shall govern the interpretation and validity of the provisions of this instrument and all questions relating to the management, administration, investment and distribution of the Trust hereby created.

14.2 This Trust may be amended, in whole or in part, by the unanimous action of all of the Grantors, except that, if amended, the duties, powers and responsibilities of the Trustees shall not be changed substantially without the Trustees' written consent.


14.3 Whenever necessary hereunder, and where the context admits, the singular term and the related pronoun shall include the plural, the plural the singular, the feminine the masculine and the masculine the feminine. All Trustees at any time are sometimes for convenience herein individually and collectively called Trustee, unless the context otherwise requires.

14.4 Any notice, request, demand or other communication required or permitted under this Trust Agreement shall be in writing and shall be deemed to have been given when delivered personally or when mailed by certified mail, return receipt requested, addressed to the Trustees at their addresses below their signatures, and to the Grantors at their addresses set forth in Schedule A, or to such other address or addresses as may be specified from time to time by notice to the Trustee; provided, however, that any notice of change of address shall not be effective until its receipt by the party to be charged therewith.

14.5 This Trust Agreement may be signed in counterparts, each of which shall be deemed an original, and together all of which shall constitute one and the same document.

HHI INVESTMENT TRUST #2 DATED AUGUST 15, 1995
Acceptance by Trustees


The undersigned accept the HHI Investment Trust #2 dated August 15, 1995, as of that date.


King Harris, as Trustee

Address: c/o Pittway Corporation
200 S. Wacker Drive
Suite 700
Chicago, IL 60606-5802


Katherine P. Harris, as Trustee


Address: 1000 N. State Street
Unit #1
Chicago, IL 60610-2862


Toni H. Paul, as Trustee

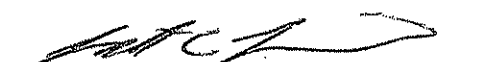
Address: 10827 Lockland Road
Potomac, MD 20854

Each of the undersigned, each a named successor Trustee, hereby agrees that upon the performance of any act pursuant to any delegatin under Section 8.10 of the foregoing Trust, he or she will have accepted the foregoing Trust and will act as a temporary Trustee thereunder, solely during the term of, and for the purposes set forth in, such delegation; provided, however, that none of the following persons, solely by execution hereof, shall be deemed to have accepted any such delegation. The execution hereof by the undersigned shall not be deemed to be an acceptance of the foregoing Trust as Trustee for purposes of Section 8.1 hereof.


Edward J. Schwartz


Pam F. Szokol


William J. Friend


Scott C. Friend

HHI INVESTMENT TRUST #2 DATED AUGUST 15, 1995

Grantor Signature Page

IN WITNESS WHEREOF, the undersigned Grantors under the HHI Investment Trust #2 dated August 15, 1995, have set their hands and seals as Grantors this 15th day of August, 1995.

Pam F. Szokol Trust dated 02/18/93

By: King Harris, Trustee
King Harris, Trustee

William J. Friend Trust
dated 06/22/95

By: King Harris, Trustee
King Harris, Trustee

Scott C. Friend Trust of 1984 under
Trust Agreement dated 11/21/84

By: King Harris, Trustee
King Harris, Trustee

HHI INVESTMENT TRUST #2 DATED AUGUST 15, 1995

Grantor Signature Page

IN WITNESS WHEREOF, the undersigned Grantors under the HHI Investment Trust #2 dated August 15, 1995, have set their hands and seals as Grantors this 15th day of August, 1995.

Bette D. Harris
Grandchildren's Trust for
the Children of Katherine
Harris - Pam Friend
Szokol under Trust
Agreement dated 01/13/59

By: K. Harris, Trustee
King Harris, Trustee

By: Katherine Harris, Trustee
Katherine Harris, Trustee

Bette D. Harris
Grandchildren's Trust for
the Children of Katherine
Harris - William Friend
under Trust Agreement
dated 01/13/59

By: K. Harris, Trustee
King Harris, Trustee

By: Katherine Harris, Trustee
Katherine Harris, Trustee

HHI INVESTMENT TRUST #2 DATED AUGUST 15, 1995

Grantor Signature Page

IN WITNESS WHEREOF, the undersigned Grantors under the HHI Investment Trust #2 dated August 15, 1995, have set their hands and seals as Grantors this 15th day of August, 1995.

Bette D. Harris
Grandchildren's Trust for
the Children of King
Harris - John B. Harris
under Trust Agreement
dated 01/13/59

By: *King Harris, Trustee*
King Harris, Trustee

By: *Katherine Harris, Trustee*
Katherine Harris, Trustee

Bette D. Harris
Grandchildren's Trust for
the Children of Toni Paul
under Trust Agreement
dated 01/13/59

By: *King Harris, Trustee*
King Harris, Trustee

By: *Katherine Harris, Trustee*
Katherine Harris, Trustee

King W. W. Harris Trust
for Children under Trust
Agreement dated 12/15/76

By: *Katherine Harris, Trustee*
Katherine Harris, Trustee

By: _____
Denise Saul, Trustee

By: *Sidney Barrows*
Sidney Barrows, Trustee

HHI INVESTMENT TRUST #2 DATED AUGUST 15, 1995

Grantor Signature Page

IN WITNESS WHEREOF, the undersigned Grantors under the HHI Investment Trust #2 dated August 15, 1995, have set their hands and seals as Grantors this 15th day of August, 1995.

Bette D. Harris
Grandchildren's Trust for
the Children of King
Harris - John B. Harris
under Trust Agreement
dated 01/13/59

By: *K. Harris, Trustee*
King Harris, Trustee

By: *Katherine Harris, Trustee*
Katherine Harris, Trustee

Bette D. Harris
Grandchildren's Trust for
the Children of Toni Paul
under Trust Agreement
dated 01/13/59

By: *K. Harris, Trustee*
King Harris, Trustee

By: *Katherine Harris, Trustee*
Katherine Harris, Trustee

King W. W. Harris Trust
for Children under Trust
Agreement dated 12/15/76

By: *Katherine Harris, Trustee*
Katherine Harris, Trustee

By: *Denise Sall, Trustee*
Denise Sall, Trustee

By: *Sidney Barrows*
Sidney Barrows, Trustee

HHI INVESTMENT TRUST #2 DATED AUGUST 15, 1995

Grantor Signature Page

IN WITNESS WHEREOF, the undersigned Grantors under the HHI Investment Trust #2 dated August 15, 1995, have set their hands and seals as Grantors this 15th day of August, 1995.

Toni Harris Paul
Children's Trust dated
12/15/76

By: King Harris, Trustee
King Harris, Trustee

By: Katherine Harris, Trustee
Katherine Harris, Trustee

The Harris Family
Foundation

By: Neison Harris
Neison Harris, President

Katherine Harris
Custodian for John B.
Harris Under the Illinois
Uniform Gifts to Minors
Act under Agreement dated
12/01/76

By: Katherine Harris, Custodian
Katherine Harris,
Custodian

King Harris Custodian for
Charles Henry Paul under
the Illinois Uniform
Gifts to Minors Act under
Agreement dated 06/01/79

By: King Harris, Custodian
King Harris, Custodian

HHI INVESTMENT TRUST #2 DATED AUGUST 15, 1995

Grantor Signature Page

IN WITNESS WHEREOF, the undersigned Grantors under the HHI Investment Trust #2 dated August 15, 1995, have set their hands and seals as Grantors this 15th day of August, 1995.

King Harris Custodian for
Kelly Lynn Paul under the
Illinois Uniform Gifts to
Minors Act under
Agreement dated 10/01/80

By: Ky Harris, Custodian
King Harris, Custodian

King Harris Custodian for
Alan Harris Paul under
the Illinois Uniform
Gifts to Minors Act under
Agreement dated 12/20/84

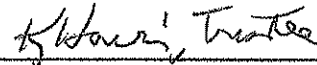
By: Ky Harris, Custodian
King Harris, Custodian

King Harris Custodian for
Laurie Beth Paul under
the Illinois Uniform
Gifts to Minors Act under
Agreement dated 12/20/84

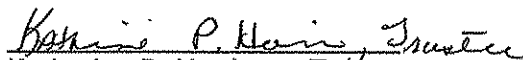
By: Ky Harris, Custodian
King Harris, Custodian

HHI INVESTMENT TRUST #2 DATED AUGUST 15, 1995
Acceptance by Trustees

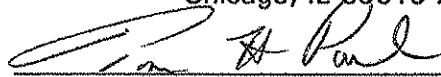
The undersigned accept the HHI Investment Trust #2 dated August 15, 1995, as of that date.


King Harris, as Trustee

Address: c/o Pittway Corporation
200 S. Wacker Drive
Suite 700
Chicago, IL 60606-5802


Katherine P. Harris, as Trustee

Address: 1000 N. State Street
Unit #1
Chicago, IL 60610-2862


Toni H. Paul, as Trustee

Address: 10827 Lockland Road
Potomac, MD 20854

Each of the undersigned, each a named successor Trustee, hereby agrees that upon the performance of any act pursuant to any delegation under Section 8.10 of the foregoing Trust, he or she will have accepted the foregoing Trust and will act as a temporary Trustee thereunder, solely during the term of, and for the purposes set forth in, such delegation; provided, however, that none of the following persons, solely by execution hereof, shall be deemed to have accepted any such delegation. The execution hereof by the undersigned shall not be deemed to be an acceptance of the foregoing Trust as Trustee for purposes of Section 8.1 hereof.


Edward J. Schwartz

Pam F. Szokol

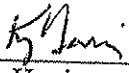
William J. Friend

Scott C. Friend

AGREEMENT AMONG THE TRUSTEES
OF HHI INVESTMENT TRUST #2
Dated as of September 10, 2004

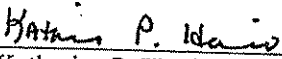
Pursuant to paragraph 8.12 of the HHI Investment Trust #2 trust agreement dated August 15, 1995 (the "Trust"), the undersigned, being all of the Trustees of the Trust, agree that, for administrative convenience, any one of the Trustees may sign any instrument or document on behalf of all of the Trustees and any person may rely without inquiry on the signature of one Trustee.

This agreement may be terminated by any Trustee by giving written notice thereof to the other Trustees. This agreement will terminate at such time as any other individual or qualified corporation becomes a Co-Trustee or successor Trustee pursuant to paragraphs 8.1, 8.2 or 8.3 of the Trust unless the Co-Trustee or successor Trustee accepts this agreement by giving written notice thereof to the other Trustees.



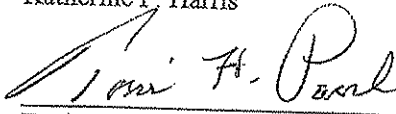
King Harris

Date: 9/3/04



Katherine P. Harris

Date: 9/15/04



Toni H. Paul

Date: 9/8/04